

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6th day of May in the year of our Lord one thousand eight hundred and 92 between Henry Elm and Minnie Elm his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and Frederick Helm of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North East quarter of the North East quarter of Section Twenty nine (29) beginning at a point eight chains (8) North of the South East corner of Section Twenty nine (29) thence West Thirteen and 3/4 chains thence North two (2) chains thence West thirty seven and one half (37 1/2) links thence North three (3) and 1/2 chains thence East Thirteen (13) and 1/2 chains to the section line thence South five (5) and 1/2 chains to the place of beginning all being in Township fourteen (14) North of Range Nineteen (19) East of the 6th principal Meridian, containing 4 acres more or less.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Elm and Minnie Elm do hereby covenant and agree at the delivery hereof to be the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of

Two hundred dollars according to the terms of One certain Note this day executed and delivered by the said Henry Elm and Minnie Elm his wife to the said party of the second part:

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Henry Elm and Minnie Elm heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

W. C. Price

Henry Elm (SEAL)
Minnie Elm (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 6th day of May, A. D. 1892, before me a Justice of the Peace, came Henry Elm and Minnie Elm his wife who are personally known to me of which persons and such person have to be the same persons who executed the within instrument, duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 188 W. C. Price J. P. Notary Public.
Recorded May 7 A. D. 1892, at 5 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
Indorsement of full payment of the within mortgage
I hereby release the same this 9th day of May 1894
Frederick Helm

Recorded May 9th 1894
W. C. Price
Register of Deeds